

DRESS SUITS.

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GARDNER & BAXTER.

ALL DAY THE SAME.

The Witnesses Assert Fred Leonard's Insanity.

THE ATTORNEYS HAVE A TILT.

Over the Subject of Fred's Marriage—His Habits of Life Again Rehearsed at Length.

A wordy war between the attorneys in the Leonard case was the only entertainment furnished the crowd of spectators in court yesterday morning. The squabble arose over the statement by Mr. Smiley that Fred Leonard's marriage was the strongest proof of his incompetency.

Frank Leonard testified that after the order of the probate court adjudging Fred incompetent, witness and Charles continued in active management of the Leonard business. Witness did not consider Fred's marriage legal. He did not think the Michigan Trust company had been negligent in allowing Fred's marriage. Witness considered Fred as weak mentally now as he was two or three years ago, and saw no improvement except in his dress.

On re-direct examination he said that when Fred went to Germany, shortly after his illness, he was put on an allowance of 75 cents per day with his own consent, but his actual expenses were from \$4 to \$5 a day, which were paid by the firm's agents in Berlin. Before witness and Charles petitioned the probate court for the appointment of a guardian for Fred witness had talked with several of Fred's friends and they thought that Fred should be placed under guardianship.

As to Fred's Guardian.

Mr. Smiley then asked the witness regarding the Michigan Trust company and Mr. Allen objected, but Mr. Smiley argued his point. He said that the Michigan Trust company had been incorporated by a special act of the legislature for the special purpose of taking care of the interests of other people. The company had been attacked by the attorneys on the other side for the purpose of prejudicing the jury against it. "The company," said he, "is a corporation, and as such is managed by a board of directors. It does not personally act as a father to the orphan, but it keeps a sharp eye over his financial welfare and appoints an agent, as it has authority to do, to care for the ward's person. But the authority of the guardian has practically been suspended since the appeal was taken, and it has been unable to exercise that care over Fred's person which it otherwise would."

Regarding the Marriage.

Mr. Allen asked if the company prevented Fred's marriage before the appeal was taken. "It did not," Mr. Smiley replied, "but the very fact that he did get married is one of the strongest evidences there is that he was mentally incompetent to take care of himself. His wife—who is she?"

"You'll find out before this suit is over," replied Mr. Allen.

Mr. Smiley continued his argument, saying: "She was the wife of another man, before Fred Leonard became acquainted with her two months before their marriage, which took place the day after she was granted a divorce from her former husband. Is it not pretty strong evidence that Fred was insane, that he became a party to such transactions?"

Both Mr. McGarry and Mr. Allen protested against this, but Smiley persisted and drowned their protests.

"This young man, who is mentally incompetent to manage his own affairs, we will show your honor, married this woman after courting her as a married woman the day following her divorce. Fred and his wife then took up their abode in apartments adjoining those occupied by the counsel on the other side, instead of being under the guardianship of the Michigan Trust company as he should have been where his interests would have been looked after and his property and person cared for as they should have been. We will show he was under the control of a gang whose will became his will, and who directed every movement he made."

He brought out Mr. Allen who indignantly declared Mr. Smiley's statement to be a falsehood, but at this point the court ordered a recess.

In the afternoon.

At the afternoon session Frank Leonard was again on the stand. He testified that Fred had called him a fool for continuing the suit and warned witness that he would put a clerk in the office to see that not a cent of expense was charged to him. Witness was in Europe when he heard of Fred's marriage. He thought the marriage with Mrs. Rice was illegal, as Fred was incompetent. Witness would like to see the marriage broken up and would break it up if he could do so legally. He never thought of inhering part of Fred's property should he be unmarried.

No Falsely Relations.

He did not know of Fred's wife having visited his wife, nor of his wife having visited Fred's family. Witness knew that Fred's wife had relatives living in the city, but did not know them. Witness was asked if he ever heard anything against Mrs. Fred Leonard's character. The witness avoided the question by answering that he had nothing against her character.

actor. He had heard damaging things about her. Witness was asked if he knew where Fred lived. He replied that his best information was that he occupied a suite of rooms with Attorney Allen in the Old Houseman block. Witness thought that peculiar, but testified that he had no detectives working on the case nor watching Fred. He testified that if detectives were employed on the case, his attorneys would have so advised him.

Mrs. Ingraham's Testimony.

Mrs. Ingraham being called, said she resided in Kalamazoo. She is Fred's cousin and had known him since 1877. She saw him next at the holiday season of the same year. Witness also saw him again at Christmas time. In '82 she came to Grand Rapids and spent several months at his father's house. She then took up her permanent residence at Fred's house, after his mother's death, being employed as housekeeper. In '83 she went into the store where she remained for five years. Previous to Fred's stroke of paralysis, Fred was a fine appearing young man, genial, companionable and thoughtful. When she first went into the store Fred was a salesman, but afterward had charge of the retail store. He discharged the duties in a faithful and competent manner. At this time he was a faultless dresser, and his habits were good. She was not in the city when Fred was stricken with paralysis. She saw him about three weeks after at Frank's residence, and after that saw him frequently. He performed his regular duties at the store during the holidays of the same year. After Christmas he did not come to the store as frequently or stay as long. During this winter witness had met Fred several times.

Fred's Sudden Change.

Fred would come in and visit with witness during witness' leisure moments. She had noticed a marked and decided change in him since his sickness. The change showed itself when Fred came back to the store. He could not take charge of affairs as before. Sometimes he would not come into the store for two or three weeks at a time, but he never attended to business. Witness saw Fred in Detroit in the spring of '91. His appearance was very unlike what it had been. He was untidy, and his clothing was of poor quality and exceedingly dirty. Fred told witness about mining schemes. Said he had acquired great wealth with an ore crusher. He also told her of the iceless refrigerator. He said he had a wonderful discovery in his chemical refrigerator. She saw him the next day at her boarding place.

Witness asked Fred regarding his trip to Europe, but he was unable to give her a connected account of his trip. She also saw Fred a few weeks after that at the same place in Detroit. When he came he couldn't tell the witness where he came from. He didn't know how long he had been at Alma or when he had left there. He didn't make an attempt to conceal the fact that he couldn't remember things.

Before His Affliction.

He had the utmost confidence in Charlie and Frank. After the stroke of paralysis he grew secretive and would tell witness of his moving about, but would request her not to tell his brothers of his movements. She had conversed with Fred but once. He asked witness how it was going. She told him that if it went Charlie's and Frank's way it would be better for him. Fred asked witness if she did not know that the Michigan Trust company was on the verge of bankruptcy and not competent to be his guardian. His manner was nervous and excited. In the opinion of the witness Fred was incompetent to take care of himself or his property. Witness had been of that opinion since 1887. The only evidence of insanity that she noticed was that he pitched his voice above an ordinary conversational tone. She saw Fred last before this time at Frank's house on Christmas day of 1921. At that time his appearance was fairly presentable. He made presents to Frank's children that day, and the presents were selected with admirable taste.

LAW AND LAWYERS.

Circuit Court—Part I.

JUDGE GROVE.

Leonard M. Van Heulen vs. Leonard Van der Stolpe et al., chancery, on trial.

Frank Carmony vs. Henry Spring et al., assumpsit; continued without costs and stands for trial at next term without notice.

Superior Court.

JUDGE BURLINGAME.

Ordered that all criminal cases be continued over the term.

Ella R. Hembling vs. the City of Grand Rapids; trespass on the case; on motion of city attorney ordered that the proceedings be stayed twenty days.

September term jury excused for the term.

Police Court.

JUDGE HARGREY.

John Hogan, drunk; paid \$4.85.

Christ Warte, drunk; paid \$6.85.

Patrick M. Carroll, drunk, committed fifteen days. Joe Powers, disorderly; paid \$6.85.

Thomas McCarthy, disorderly; sentence suspended until December 5. T. Conlon, disorderly; adjourned to November 26. Ed Fitzgerald, larceny; sentenced to ninety days in jail.

Minor Court Notes.

Justice Westfall, who has held his courts in the Metropolitan block on Pearl street for the last five years, will move today to new quarters in the old court block. He will occupy two rear rooms facing Ottawa street, on the ground floor.

All cases on the criminal calendar of the September term of the superior court which have not yet been disposed of, were ordered continued to the next term of court, and the jury was excused for the term.

Ed Fitzgerald, charged with stealing two coats from Friedman's store, was tried in police court yesterday. The jury found him guilty, and he was sentenced to ninety days in jail.

A stay of twenty days was obtained by the city attorney yesterday in the case of Ella R. Hembling vs. the city,

in which a verdict of \$1,500 was given to the plaintiff.

G. A. R. RESOLUTIONS.

Grand Rapids Post Adopts Fitting Tokens of Esteem.

GRAND RAPIDS, Mich., Nov. 24, 1922.

At a regular meeting of Grand Rapids post, No. 408, G. A. R., the following preamble and resolutions were passed and adopted:

Whereas, it has pleased our Great Commander to remove from our midst by death our late comrade, Harry C. McClintock, and

Whereas, it is but just that a fitting recognition of his services be had; therefore, be it

Resolved, That while we bow with humble submission to the orders of our Great Commander, we do not the less mourn the loss of our comrade who has been called to answer to the last roll call.

Resolved, That in his death the post laments the loss of a comrade who was ever ready with the hand of charity and voice of sympathy for the needy and distressed of our order.

Resolved, That the heartfelt sympathy of the post be extended to his family and friends in their affliction.

Resolved, That these resolutions be spread upon the records of the post and a copy thereof be transmitted to the family of our deceased comrade and the leading newspapers of the city.

ROBERTS, A. O. OVERSEER, Post Commander.

JOSEPH G. PRICE, Adjutant.

The following preamble and resolutions were also unanimously adopted:

Whereas, At the funeral of our late comrade, Harry C. McClintock, individual members of the different posts of this city and vicinity very materially assisted the above post; therefore be it

Resolved, That the thanks of Grand Rapids post, No. 408, of Grand Rapids be, and is hereby tendered to each and every comrade who by their presence or otherwise aided us in our sad duties; furthermore

Resolved, That it is earnestly requested by the comrades of this post that each and every person who gave or aided our late comrade and his family in his late sickness will individually and collectively accept the heartfelt thanks of the post and the Woman's Relief Corps of the post.

ROBERTS, A. O. OVERSEER, Post Commander.

JOSEPH G. PRICE, Adjutant.

Burial Permits.

George R. Snyder, age 85 years, No. 250 West Bridge street, Valley City; George Carr, age 45 years, Morgan, Mich.; Emma Elizabeth Miner, age 42 years, Grandville.

Contagious Diseases.

John Sheffer, age 8 years, No. 1024 Fifth avenue, scarlet fever.

Real Estate Transfers.

Mary E. Hempel to John R. Hornum, a 1/4 lot 21 and a 1/2 lot 22, Kent place, \$3,000.

Jonas Gregory to Dwight Brooks, a 1/2 lot 5, bk 7, Grandville, \$2,900.

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Elmer J. DeVries to Stephen Wiczar, a 1/2 lot 5, bk 7, Grandville, \$2,900.

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